

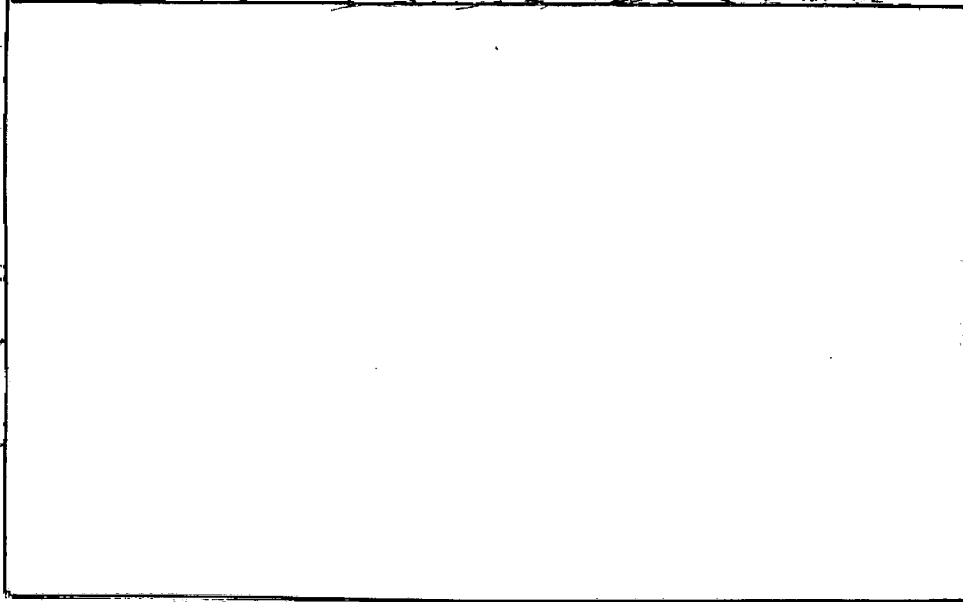
RECORDATION NO.

7678-25

Filed & Recorded

JUL 7 1975-9 10 AM

INTERSTATE COMMERCE COMMISSION



RECORDATION NO. 7678-#6

Filed & Recorded

JUL 7 1975 - 9 50 AM

INTERSTATE COMMERCE COMMISSION

CONTRACTOR BETHLEHEM STEEL CORPORATIONCOPY No. 4 DATE 1975COMPANY INDIANA & MICHIGAN ELECTRIC COMPANYSUBJECT RAILROAD CARSSUPPLEMENT #3 TO CONTRACT #3466

CONTRACT No. _____ CIA No. _____

THIS SUPPLEMENTAL CONTRACT, made as of June 18, 1975, among AMERICAN ELECTRIC POWER SERVICE CORPORATION, a New York corporation (herein called "AEP"), INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation (herein called "Designated Purchaser"), and BETHLEHEN STEEL CORPORATION, a Delaware corporation (herein called "Seller"),

W I T N E S S E T H ,

T H A T :

1. Pursuant to Paragraph 4 of Exhibit A, entitled "General Conditions", of the Contract dated September 27, 1974 (herein called the "Original Contract"), between AEP and Seller, AEP hereby designates Indiana & Michigan Electric Company as the Purchaser for all purposes under the Original Contract with respect to Six Hundred (600) Cars, as defined in the Original Contract, built by Seller and accepted by Designated Purchaser thereunder. Such Cars will be numbered AEPX-2001 to AEPX-2600, both inclusive (herein called the "Designated Cars").

2. Seller hereby approves of Designated Purchaser as the Purchaser under the Original Contract of the Designated Cars.

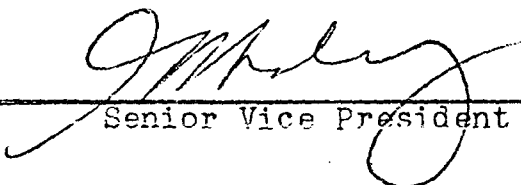
3. With respect to the Designated Cars, Designated Purchaser hereby agrees to be the Purchaser under the Original Contract as if originally named therein and to be bound by each and every provision thereof applicable to Purchaser, except that the place of delivery shall be Johnstown, Pennsylvania.

4. Designated Purchaser agrees to cause this Supplemental Contract to be filed and recorded in accordance with Paragraph 6 of Exhibit A to the Original Contract.

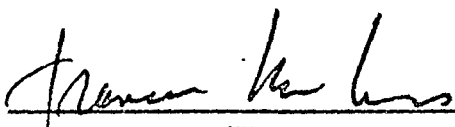
5. It is hereby understood and agreed that this Supplemental Contract shall be applicable only to the Designated Cars.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed as of the day and year first above written.

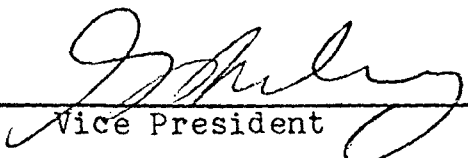
AMERICAN ELECTRIC POWER SERVICE CORPORATION

By  Senior Vice President

BETHLEHEM STEEL CORPORATION

By  VICE PRESIDENT

INDIANA & MICHIGAN ELECTRIC COMPANY

By  Vice President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LEHIGH) ss.:

On this 24th day of June, 1975, before me personally appeared Francis Van Nuyse, to me personally known, who being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires My Commission Expires
August 14, 1978
City of Bethlehem
Lehigh County

Larry B. Kyle
Notary Public
(Seal)

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this day of June, 1975, before me personally appeared Gerald P. Maloney, to me personally known, who being by me duly sworn, says that he is a Senior Vice President of AMERICAN ELECTRIC POWER SERVICE CORPORATION; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires

Joan G. Selie
Notary Public
(Seal)
JOAN G. SELIE
Notary Public, State of New York
No. 34-45765-4
Qualified: New York County
Commission: March 30, 1977

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this day of June, 1975, before me personally appeared Gerald P. Maloney, to me personally known, who being by me duly sworn, says that he is a Vice President of INDIANA & MICHIGAN ELECTRIC COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires



Notary Public

(Seal)
JOAN GHISELIN
Notary Public, State of New York
No. 31-4516584
Qualified in New York County
Commission Expires March 30, 1977